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Attorneys for Plaintiff VYNCE MICHAEL DAVALOS,
individually and on behalf of all others similarly situated

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

VYNCE MICHAEL DAVALOS, individually
and on behalf of all others similarly situated,

Plaintiff(s),

v.

READY PAC FOODS INC - BONDUELLE;
and DOES 1 through 100,

Defendant(s).

Case No. **25PSCV01552**

COMPLAINT

- 1. Failure to Provide Compliant Meal Periods**
- 2. Failure to Provide Compliant Rest Periods**
- 3. Failure to Pay for All Hours Worked**
- 4. Failure to Pay All Overtime Owed**
- 5. Wage Statement Penalties**
- 6. Waiting Time Penalties**
- 7. Violation of Unfair Competition Law**
- 8. Private Attorneys General Act**
- 9. Violation of California Government Code §12940(j) – Disability Harassment**
- 10. Violation of California Government Code § 12940 et seq. – Discrimination based on Disability / Medical Condition**
- 11. Failure to Accommodate Disability**
- 12. Violation of California Government Code § 12940 (n) – Failure to Engage in the Interactive Process**
- 13. Violation of California Government Code § 12940 (h) - Retaliation**

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- 14. Violation of California Government Code § 12940 (h) – Whistleblower Retaliation
 - 15. Violation of California Government Code § 12940 (m)(2) – Retaliation for Requesting Accommodation
 - 16. Failure to Prevent Harassment
 - 17. Wrongful Termination in Violation of Public Policy

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RELEVANT PARTIES

9 1. Plaintiff VYNCE MICHAEL DAVALOS (“Plaintiff”) is an adult resident of Los Angeles County, State of California and was at all times relevant residing therein.

10 2. Defendant READY PAC FOODS INC - BONDUELLE (“Defendant”) is a Delaware corporation with its principal place of business located in Los Angeles County, California. Defendant is registered to and does conduct business in the State of California and is subject to the laws of the State of California. All acts and omissions of Defendant employees as alleged herein occurred while they were acting within the course and scope of their employment.

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15 3. Plaintiff is unaware of the true names or capacities of the Defendants sued herein as DOES 1 through 100, inclusive (“Doe Defendants”), and therefore sues said Doe Defendants by such fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to insert the true names and capacities of such Doe Defendants when such information has been obtained. Plaintiff is informed and believes, and based on such information and belief alleges, that each of the fictitiously named Doe Defendants has participated in some way in the wrongful acts and omissions alleged below, and is liable to Plaintiff for damages and other relief to which Plaintiff is entitled. Defendant and Doe Defendants are collectively referred to as “Defendants”.

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JURISDICTION AND VENUE

24 4. This action is properly filed in Los Angeles County because the acts and omissions that give rise to Plaintiff’s claims took place in this County, and Defendants transact substantial business in this County.

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1 5. This Court has jurisdiction over Defendants because Defendants’ unlawful conduct as
2 alleged herein occurred in Los Angeles County, California and Plaintiff suffered damages from
3 such conduct within this County.

4 **FACTUAL ALLEGATIONS**

5 6. At all times relevant, Plaintiff was Defendants’ employee.

6 7. Plaintiff was employed by Defendants from May 1, 2023, to December 11, 2024.

7 8. From the moment Plaintiff Vynce Michael Davalos (“Plaintiff”) set foot in the Defendant’s
8 facility on May 1, 2023, he became ensnared in a systemic web of discriminatory treatment,
9 oppressive working conditions, and shameless corporate indifference. A toxic vortex of managerial
10 misconduct, neglect for basic workplace safety, and a flagrant disregard for labor laws has wreaked
11 havoc upon Plaintiff’s physical health, emotional well-being, and financial stability.

12 9. Defying both logic and morality, Defendant’s conduct has not only caused permanent
13 hearing loss but has also inflicted upon Plaintiff a retaliatory suspension, thus threatening the
14 livelihood of a hardworking Californian who dared to stand up for his legal rights.

15 10. On or about May 1, 2023, Plaintiff commenced employment with Defendant as a production
16 worker/packer, a position both physically demanding and essential to the company’s operations.
17 Despite an initial façade of professionalism, he quickly discovered the company’s predilection for
18 pushing employees beyond legally and morally acceptable limits.

19 11. Plaintiff routinely worked eleven- to thirteen-hour shifts, six days per week, earning
20 approximately \$17.75 per hour, paid biweekly via physical check. In a textbook example of
21 corporate greed, Defendant demanded near-constant labor while providing insufficient breaks,
22 forcing employees to soldier through punishing conditions under the shoddy pretense of
23 “efficiency.”

24 12. By July 2023, the seeds of hostility had sprouted in the form of coordinator Anthony Rivera,
25 who singled out Plaintiff with a flimsy accusation of “aggressive” behavior. Plaintiff’s supposed
26 transgression? Politely inquiring about paperwork Rivera had signed. This illogical and baseless
27 claim led to Plaintiff’s suspension—a gross overreaction that stands in stark contrast to the
28 company’s laissez-faire approach whenever managerial misconduct surfaces.

1 13. Following this unjust suspension, Rivera redoubled his efforts to torment Plaintiff with a
2 barrage of “coaching tickets” for trivial infractions. Rivera meticulously ignored the identical or
3 worse behaviors of other employees while harassing Plaintiff for the slightest perceived misstep.
4 Despite Plaintiff’s complaints to supervisor Francisco in late July or early August of 2023—and
5 multiple subsequent reports to higher-ups—Defendant resolutely refused to curb Rivera’s tyrannical
6 conduct.

7 14. Not until Plaintiff’s numerous complaints and meticulous documentation made the situation
8 untenable did Rivera vanish from the workplace. But even Rivera’s retreat did nothing to remedy
9 the lasting damage his unwarranted suspensions and intimidation had already inflicted on Plaintiff’s
10 record and well-being.

11 15. At or around Thanksgiving of 2023, Defendant installed new machinery without providing
12 adequate training or proper safety measures. Predictably, this half-baked implementation yielded
13 excessively loud and hazardous conditions.

14 16. Plaintiff’s eardrum perforated while operating one of these ill-maintained machines,
15 prompting him to report the alarming incident to coordinator Susana Romero, who waved it off as
16 “normal.” This callous rebuff of Plaintiff’s legitimate health concern epitomizes the cavalier attitude
17 pervasive among Defendant’s management.

18 17. When Plaintiff sought help from the safety department, he received yet another form of
19 condescension: the mocking diagnosis of “vertigo,” as if ignoring a clear sign of potential
20 workplace injury was standard operating procedure at Defendant.

21 18. By January or February of 2024, Plaintiff suffered complete hearing loss in his right ear,
22 accompanied by relentless dizziness and illness so severe that he sought emergency medical care.

23 19. Despite his supervisors’ full awareness of Plaintiff’s deteriorating condition—he explicitly
24 reported hearing loss, vertigo, and dizziness—Defendant again brushed aside its responsibilities,
25 dismissing Plaintiff’s ailments as “normal” and thereby trivializing a legitimately catastrophic
26 health development.

27 20. In a final display of disregard, HR representative Claudette ordered Plaintiff to take medical
28 leave under the threat of termination. Not only did Defendant fail to provide an authorized doctor’s

1 evaluation for what was plainly a workplace injury, but management also attempted to shuffle
2 blame onto the safety department, ignoring Plaintiff's eligibility for workers' compensation.

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4 21. Throughout his tenure, Plaintiff was systematically denied his lawful meal periods and rest
5 breaks. Defendant regularly demanded that Plaintiff clock out for lunch yet continue working—
6 every single day. In a disturbing admission, Plaintiff reveals he often waited an additional three
7 hours to eat, effectively performing unpaid labor during this “lunch” window.

8 22. Compounding these indignities, Plaintiff was required to endure 5- to 20-minute unpaid
9 security checkpoint lines when arriving at and leaving the workplace. This uncompensated time
10 underscores Defendant's brazen disregard for the law and for employees' hard-earned wages.

11 23. Worse still, Plaintiff was pressured into signing a waiver for second lunch breaks during his
12 exhausting 12-hour shifts, all without a trace of genuine choice. Predictably, he then received just
13 one or two breaks when the law clearly requires more for such long shifts.

14 24. In yet another breathtaking display of management impropriety, the alleged “safety
15 supervisor,” Johnny, was observed drinking alcohol (specifically Fireball and Coke) on the job.
16 Plaintiff preserved photographic evidence of this blatant violation of company policy and promptly
17 reported it to Johnny's direct supervisor, Mr. Amjan.

18 25. True to Defendant's established double standard, no action was taken against Johnny. This
19 shameful favoritism stands in stark contrast to the swift and disproportionate disciplinary actions
20 forced upon Plaintiff for far less severe infractions.

21 26. On or about November 21, 2024, Plaintiff returned to Defendant with disturbing medical
22 findings: permanent hearing loss in his right ear and declining function in his left ear. Rather than
23 address this tragedy with due care, Defendant again refused to send Plaintiff to the proper
24 physicians or take ownership of its role in the loss of Plaintiff's hearing.

25 27. On December 11, 2024, HR representative Claudette once again brandished Defendant's
26 disciplinary hammer, suspending Plaintiff for allegedly causing a “hostile work environment.” The
27 real impetus for this suspension, as any reasonable observer would conclude, was Plaintiff's filing
28 of a complaint against supervisor Dennis—an associate and “buddy” of Anthony Rivera.

1 28. Plaintiff's "offense"? Requesting documentation related to drug tests from Dennis, who
2 responded with evasive remarks and stonewalled him under the guise of "no comment." Mere days
3 later, Claudette effectuated a retaliatory suspension under the pretext of a "hostile work
4 environment."

5 29. Unsurprisingly, the underhanded tactics used to silence Plaintiff also facilitate the continued
6 evasion of responsibility by the company's managerial class, leaving Plaintiff suspended—
7 effectively cast out—without pay and without justice.

8 30. Plaintiff's hearing is irreparably compromised: he is now completely deaf in his right ear
9 and faces worsening hearing in his left ear, necessitating hearing aids that no doubt impose
10 additional costs and emotional anguish upon his already burdened life.

11 31. The physical infirmities are compounded by severe emotional distress. Plaintiff suffers from
12 anxiety, insomnia, and the indescribable despair of struggling to hear his own children—injuries
13 that strike at the heart of his family life.

14 32. Worse still, Plaintiff has been cruelly suspended without pay, threatening his ability to
15 support his five daughters and two sons, among them a five-month-old and a two-year-old. That a
16 breadwinner should be so capriciously stripped of income because he sought only to enforce his
17 basic rights is the apex of injustice.

18 **PAGA ALLEGATIONS**

19 33. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides
20 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
21 ("LWDA") for violations of the Labor Code may, as an alternative, be recovered through a civil
22 action brought by an aggrieved employee on behalf of himself or herself and other current or former
23 employees pursuant to the procedures outlined in Labor Code section 2699.3.

24 34. Pursuant to Labor Code section 2699.3, an aggrieved employee may pursue a civil action
25 under PAGA after the following requirement have been met:

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1 35. The aggrieved employee has provided written notice by online filing to the LWDA and by
2 certified mail to the employer (hereinafter "Employee's Notice") of the specific provisions of the
3 Labor Code alleged to have been violated, including the facts and theories to support the alleged
4 violations; and

5 36. The LWDA has provided notice (hereinafter "LWDA's Notice") to the employer and the
6 aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee's
7 claims. Upon receipt of the LWDA's Notice, or if the LWDA does not provide such Notice within
8 65 calendar days of the postmark date of the Employee's Notice, the aggrieved employee may
9 commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition
10 to any other penalties to which the employee may be entitled.

11 37. On January 22, 2025, Plaintiff provided written notice by online filing to the LWDA and by
12 certified mail to Defendants of specific provisions of the Labor Code alleged to have been violated
13 by Defendants, including the facts and theories to support the alleged violations.

14 38. The 65-day notice period has elapsed, and the LWDA did not provide Plaintiff with written
15 notice that it intends to investigate the alleged violations of the Labor Code. Thus, Plaintiff seeks
16 PAGA Penalties on behalf of all Aggrieved Employees.

17 39. The Aggrieved Employees are defined as "All other nonexempt, hourly employees, current
18 and former, who were employed by Defendants within one year prior to January 22, 2025, through
19 final disposition of this action."

20 **EXHAUSTION OF ADMINISTRATIVE PROCEEDINGS**

21 40. On April 11, 2025, prior to initiating this complaint, Plaintiff filed with the California Civil
22 Rights Department (hereinafter "CCRD"), a Complaint of Discrimination, Harassment, and
23 Retaliation against Defendant. On April 11, 2025, the CCRD issued a Notice of Case Closure and
24 Right-to-Sue letter to Plaintiff, authorizing Plaintiff to file a private lawsuit against Defendant in
25 order to enforce their rights under FEHA.

26 41. Plaintiff has therefore exhausted all administrative remedies required by FEHA as a
27 prerequisite to filing this action.

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1 **FIRST CAUSE OF ACTION**

2 **Failure to Provide Compliant Meal Periods**

3 **By Plaintiff Against All Defendants**

4 42. Plaintiff incorporates by reference the paragraphs above.

5 43. Labor Code section 512 and the Wage Orders provide that “an employer shall not employ an
6 employee for a work period of more than five hours per day without providing the employee with a
7 meal period of not less than 30 minutes” or “for a work period of more than 10 hours per day
8 without providing the employee with a second meal period of not less than 30 minutes”.

9 44. An employer provides compliant meal breaks to its employees “if it relieves its employees
10 of all duty, relinquishes control over their activities and permits them a reasonable opportunity to
11 take an uninterrupted 30-minute break.” (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th
12 1004, 1040 (2012)).

13 45. Not only must an employer affirmatively relieve its employees of all duty during their meal
14 breaks, it also must not “impede or discourage” its employees from taking compliant meal breaks.
15 (*Brinker*, supra).

16 46. Defendants failed to provide Plaintiff with compliant meal breaks as alleged herein.

17 47. For each day that Defendants failed to provide Plaintiff with a compliant meal break,
18 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
19 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
20 11 Cal. 5th 858 (2021)).

21 48. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a meal
22 break was missed.

23 49. Plaintiff is therefore entitled to recover premium pay for missed meal breaks, interest,
24 penalties, attorney fees, and costs.

25 **SECOND CAUSE OF ACTION**

26 **Failure to Provide Compliant Rest Periods**

27 **By Plaintiff Against All Defendants**

28 50. Plaintiff incorporates by reference the paragraphs above.

1 51. Labor Code section 226.7 and the Wage Orders requires employers to authorize and permit
2 its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net
3 per four hours or major fraction thereof.

4 52. Furthermore, “[d]uring rest periods employers must relieve employees of all duties and
5 relinquish control over how employees spend their time.” (*Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.
6 5th 257, 269 (2016)).

7 53. Defendants failed to provide Plaintiff with compliant rest breaks as alleged herein.

8 54. For each day that Defendants failed to provide Plaintiff with a compliant rest break,
9 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
10 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
11 11 Cal. 5th 858 (2021)).

12 55. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a rest
13 break was missed.

14 56. Plaintiff is therefore entitled to recover premium pay for missed rest breaks, interest,
15 penalties, attorney fees, and costs.

16 **THIRD CAUSE OF ACTION**

17 **Failure to Pay for All Hours Worked**

18 **By Plaintiff Against All Defendants**

19 57. Plaintiff incorporates by reference the paragraphs above.

20 58. Labor Code sections 558 and 1194 and the Wage Orders require an employer to pay
21 employees minimum wages for all hours worked fewer than eight hours in a day and/or fewer than
22 40 hours in a workweek.

23 59. Defendants failed to pay Plaintiff for all hours worked as alleged herein.

24 60. Plaintiff is therefore entitled to recover all unpaid wages, liquidated damages, interest,
25 penalties, attorney fees, and costs.

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1 **FOURTH CAUSE OF ACTION**

2 **Failure to Pay All Overtime Owed**

3 **By Plaintiff Against All Defendants**

4 61. Plaintiff incorporates by reference the paragraphs above.

5 62. Labor Code section 510 provides that “[a]ny work in excess of eight hours in one workday
6 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
7 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
8 one-half times the regular rate of pay for an employee.”

9 63. Defendants failed to pay Plaintiff all overtime wages owed as alleged herein.

10 64. Plaintiff is therefore entitled to recover all unpaid overtime wages, liquidated damages,
11 interest, penalties, attorney fees, and costs.

12 **FIFTH CAUSE OF ACTION**

13 **Wage Statement Penalties**

14 **By Plaintiff Against All Defendants**

15 65. Plaintiff incorporates by reference the paragraphs above.

16 66. Labor Code section 226(a) requires employers to provide itemized wage statements to its
17 employees that identify accurate information regarding their compensation. Defendants, as a matter
18 of policy and practice, failed in its affirmative obligation to provide accurate itemized wage
19 statements to Plaintiff in violation of Labor Code section 226(a).

20 67. As alleged herein, the wage statements that Defendants issued to Plaintiff were inaccurate
21 and incomplete.

22 68. Defendants knowingly and intentionally issued wage statements that were inaccurate and
23 incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to
24 Plaintiff in that Plaintiff was unable to accurately verify and/or calculate their wages.

25 69. Plaintiff is therefore entitled to the recovery of wage statement penalties, attorney fees, and
26 costs.

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1 **SIXTH CAUSE OF ACTION**

2 **Waiting Time Penalties**

3 **By Plaintiff Against All Defendants**

4 70. Plaintiff incorporates by reference the paragraphs above.

5 71. Labor Code sections 201 and 202 require that an employer provide an employee with all
6 wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the
7 employee's resignation.

8 72. Labor Code section 203 provides that if an employer willfully fails to pay wages owed in
9 accordance with Labor Code sections 201 or 202, then the wages of the employee continue as a
10 penalty from the due date at the same rate until paid or until an action is commenced, not to exceed
11 thirty days.

12 73. As alleged herein, Defendants willfully did not pay Plaintiff all wages owed at the
13 conclusion of employment.

14 74. Plaintiff is therefore entitled to the recovery of waiting time penalties, interest, attorney fees,
15 and costs.

16 **SEVENTH CAUSE OF ACTION**

17 **Violation of Unfair Competition Law**

18 **By Plaintiff Against All Defendants**

19 75. Plaintiff incorporates by reference the paragraphs above.

20 76. Defendants' conduct described herein constitutes unfair competition.

21 77. Specifically, Defendants have gained an unfair advantage over other similarly situated
22 businesses by unlawfully reducing their overhead costs by not paying their employees what they are
23 owed.

24 78. Pursuant to Business and Professions Code 17203, Plaintiff is entitled to restitution of all
25 wrongfully withheld wages.

26 79. Plaintiff may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.

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1 **EIGHTH CAUSE OF ACTION**

2 **Private Attorneys General Act**

3 **By Plaintiff and the Aggrieved Employees Against All Defendants**

4 80. Plaintiff incorporates by reference the paragraphs above.

5 81. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the
6 violation(s) of the Labor Code.

7 82. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

8 83. With respect to violations of Labor Code sections 226.7 and 558 for Defendants' failure to
9 provide Plaintiff and the Aggrieved Employees with compliant meal periods or compensation in
10 lieu thereof, the penalties in Labor Code sections 558 and 2699 apply.

11 84. With respect to violations of Labor Code section 226.7 for Defendants' failure to provide
12 Plaintiff and the Aggrieved Employees with compliant rest periods or compensation in lieu thereof,
13 the penalties in Labor Code section 2699 apply.

14 85. With respect to violations of Labor Code section 1197 for Defendants' failure to compensate
15 Plaintiff and the Aggrieved Employees for all minimum wages earned, the penalties in Labor Code
16 sections 1197.1 and 2699 apply.

17 86. With respect to violations of Labor Code section 510 for Defendants' failure to compensate
18 Plaintiff and the Aggrieved Employees for all overtime wages earned, the penalties in Labor Code
19 sections 558, 1197.1, and 2699 apply.

20 87. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage
21 statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code sections 226.3
22 and 2699 apply.

23 88. With respect to violations of Labor Code section 203 for failure to pay all wages due to
24 Plaintiff and the Aggrieved Employees and the conclusion of their employment, the penalties in
25 Labor Code section 2699 apply.

26 89. Pursuant to Labor Code section 2699(k)(1), Plaintiff further seeks public injunctive relief in
27 the form of an Order enjoining Defendants from continuing to violate the California Labor Code in
28 the manner alleged herein.

1 90. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant
2 to Labor Code section 2699(g).

3 **NINTH CAUSE OF ACTION**

4 **Violation of California Government Code §12940(j) – Disability Harassment**

5 **By Plaintiff Against All Defendants**

6 91. Plaintiff incorporates by reference the paragraphs above.

7 92. At all times hereto, the California Fair Employment and Housing Act ("FEHA") was in full
8 force and effect and was binding upon Defendants and each of them.

9 93. Government Code § 12940(j) makes it an unlawful employment practice for an employee or
10 independent contractor to be subjected to harassment based on "race," "national origin, ancestry,
11 physical disability, mental disability, medical condition" or "sex."

12 94. During their employment with Defendants, Plaintiff was subjected to numerous instances of
13 harassment based on their disability / medical condition (described supra).

14 95. The harassment of Plaintiff was reported and known to Defendants.

15 96. Defendants failed to take immediate and appropriate corrective action.

16 97. As a further direct and legal result of the acts and conduct of Defendants, as aforesaid,
17 Plaintiff has been caused to and did suffer, and continues to suffer, severe emotional and mental
18 distress, anguish, humiliation, embarrassment, fright, shock, discomfort, anxiety, and related
19 symptoms.

20 98. Defendants, by engaging in the aforementioned acts and/or in authorizing and/or ratifying
21 such acts, engaged in willful, malicious, intentional, oppressive, and despicable conduct, and acted
22 with willful and conscious disregard of the rights, welfare, and safety of Plaintiff, thereby justifying
23 the award of punitive and exemplary damages in an amount to be determined at trial.

24 99. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein,
25 Plaintiff is entitled to recover damages in amounts to be established at trial, as set forth below,
26 including recovery of attorney's fees and costs of suit, pursuant to Government Code § 12965(b).

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1 **TENTH CAUSE OF ACTION**

2 **Violation of California Government Code § 12940 et seq. – Discrimination based on Disability**
3 **/ Medical Condition**

4 **By Plaintiff Against All Defendants**

5 100. Plaintiff incorporates by reference the paragraphs above.

6 101. Government Code § 12940(a) prohibits an employer from discriminating against an
7 employee in compensation or in terms, conditions, or privileges of employment because of the
8 employee's "race," "national origin, ancestry, physical disability, mental disability, medical
9 condition" or "sex."

10 102. During their employment with Defendants, Plaintiff was subjected to discrimination based
11 on their disability / medical condition.

12 103. Plaintiff was subjected to discrimination based on their disability / medical condition
13 (described supra).

14 104. Plaintiff was terminated because of their disabilities / medical condition.

15 105. The discriminatory actions of Defendants against Plaintiff constitute unlawful discrimination
16 in violation of FEHA. Such violations were a proximate cause in Plaintiff's damages as stated
17 below.

18 **ELEVENTH CAUSE OF ACTION**

19 **Violation of Government Code § 12940(m) - Failure to Accommodate Disability**

20 **By Plaintiff Against All Defendants**

21 106. Plaintiff incorporates by reference the paragraphs above.

22 107. At all relevant times herein, Plaintiff was an individual with a disability as defined by
23 FEHA.

24 108. FEHA requires an employer to make reasonable accommodations for the known disabilities
25 of employees to enable them to perform a position's essential functions, unless doing so would
26 produce undue hardship to the employer's operations. Govt. Code §12940(m).

27 109. As a result of Plaintiff's disability, Plaintiff was in need of certain reasonable
28 accommodations, as set forth herein.

1 110. Defendants were on notice of Plaintiff's need for reasonable accommodations in connection
2 with their disability.

3 111. Defendants, and each of them, failed and refused to grant reasonable accommodations, as
4 required by law, to Plaintiff (described supra).

5 112. The actions of Defendants against Plaintiff constitutes unlawful failure to accommodate a
6 disability, in violation of FEHA. Such violations were a proximate cause in Plaintiff's damages as
7 stated below.

8 **TWELFTH CAUSE OF ACTION**

9 **Violation of California Government Code § 12940 (n) – Failure to Engage in the Interactive**
10 **Process**

11 **By Plaintiff Against All Defendants**

12 113. Plaintiff incorporates by reference the paragraphs above.

13 114. At all relevant times herein, Plaintiff was individuals with a disability as defined by FEHA.

14 115. Govt. Code §12940(n) requires employers to engage in a timely, good faith, interactive
15 process with an employee to determine effective reasonable accommodations if an employee with a
16 disability so requests. The interactive process is the key mechanism for facilitating the integration of
17 disabled employees in the workplace and liability may be imposed on the employer for failing to
18 engage in the process.

19 116. As a result of Plaintiff's disability, Plaintiff was in need of certain reasonable
20 accommodations, as set forth herein.

21 117. Defendants were on notice of Plaintiff's need for reasonable accommodations in connection
22 with their disability.

23 118. Despite having notice of Plaintiff's disability and need for accommodations, Defendants
24 engaged in unlawful employment practices when they failed and refused to engage in the interactive
25 process (described supra).

26 119. The actions of Defendants against Plaintiff constitutes unlawful failure to engage in the
27 interactive process, in violation of FEHA. Such violations were a proximate cause in Plaintiff's
28 damage as stated below.

1 **THIRTEENTH CAUSE OF ACTION**

2 **Violation of California Government Code § 12940 (h) - Retaliation**

3 **By Plaintiff Against All Defendants**

4 120. Plaintiff incorporates by reference paragraphs 1 through 10 as though fully set forth herein.

5 121. Plaintiff engaged in protected activity by reporting to Defendant's Human Resources
6 department

7 122. Defendant, by way of its managers, supervisors, and human resources personnel, was
8 unequivocally aware of Plaintiff's whistleblowing conduct. Plaintiff lodged direct complaints with
9 multiple supervisors, including Francisco, and provided photographic evidence of the safety
10 supervisor's misconduct to higher management. Plaintiff's persistent calls for accountability,
11 including repeated requests for safety evaluations and an end to discriminatory treatment, alerted
12 Defendant that Plaintiff was not content to condone illegality.

13 123. Instead of commending Plaintiff for his vigilance, Defendant unleashed a barrage of
14 retaliatory measures with all the subtlety of a wrecking ball: (a) selective "coaching tickets" and
15 contrived disciplinary write-ups by Anthony Rivera; (b) unjust suspensions—first in July 2023, and
16 again on December 11, 2024—under hollow pretenses of "aggression" or fostering a "hostile work
17 environment"; and (c) an eventual forced medical leave with an ultimatum effectively amounting to
18 "comply or be terminated." These adverse actions, inflicted almost immediately after each of
19 Plaintiff's safety or rule-violation complaints, constitute clear, unlawful retaliation.

20 124. The proximity in time between Plaintiff's whistleblowing and these disciplinary actions is
21 striking—indeed, it defies coincidence. Plaintiff's persistent exposures of managerial misconduct
22 created waves of discomfort for Defendant's brass, who preferred internal cover-ups to
23 accountability. That discomfort metamorphosed into a systematic campaign to silence Plaintiff:
24 from bogus accusations that he was "hostile" or "aggressive" to the ultimate humiliation of
25 suspension without pay, the chain of events evinces a transparent intent to punish him for speaking
26 truth to power.

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1 125. By retaliating against Plaintiff for disclosing safety violations and managerial impropriety
2 that he reasonably believed to constitute unlawful conduct, Defendant brazenly violated Labor Code
3 § 1102.5. The statute is explicit: an employer shall not retaliate against an employee for reporting
4 conduct that the employee reasonably believes is in violation of the law. Defendant's actions,
5 dripping with malice and punitive zeal, contravene not only the spirit but the letter of California's
6 most fundamental whistleblower protections.

7 126. As a direct and proximate result of Plaintiff's protected activity, Defendant took adverse
8 employment actions against Plaintiff, including but not limited to spreading false rumors,
9 unwarranted disciplinary actions, and ultimately Plaintiff's wrongful termination.

10 127. The adverse employment actions were a direct result of Plaintiff's attempt to enforce
11 compliance with the relevant laws and regulations pertaining to workplace conduct and were not
12 related to any legitimate business reasons.

13 128. As a result of Defendant's actions, Plaintiff has suffered damages, including lost wages,
14 emotional distress, and harm to his professional reputation.

15 **FOURTEENTH CAUSE OF ACTION**

16 **Violation of California Government Code § 12940 (h) – Whistleblower Retaliation**

17 **By Plaintiff Against All Defendants**

18 129. Plaintiff incorporates by reference the paragraphs above.

19 130. Government Code § 12940(h) makes it unlawful for an employer to discriminate against any
20 employee who opposes or makes a complaint for practices forbidden by FEHA.

21 131. Plaintiff engaged in protected activity under § 12940(h) as set forth herein.

22 132. Defendants retaliated against Plaintiff in violation of California Government Code §
23 12940(h).

24 133. The actions of Defendants against Plaintiff constitute unlawful retaliation, in violation of
25 FEHA. Such violations were a proximate cause in Plaintiff's damage as stated below.

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1 **FIFTEENTH CAUSE OF ACTION**

2 **Violation of California Government Code § 12940 (m)(2) – Retaliation for Requesting**
3 **Accommodation**

4 **By Plaintiff Against All Defendants**

5 134. Plaintiff incorporates by reference the paragraphs above.

6 135. At all times hereto, the FEHA was in full force and effect and was binding upon Defendants
7 and each of them.

8 136. Government Code § 12940(m)(2) prohibits an employer from retaliating or otherwise
9 discriminating against a person for requesting accommodations, regardless of whether the request
10 was granted.

11 137. As detailed above, Plaintiff engaged in protected activity by requesting accommodations in
12 connection with their medical condition.

13 138. Defendants retaliated against Plaintiff in violation of FEHA by harassing Plaintiff in
14 connection with their request for accommodations. Such violations were a proximate cause in
15 Plaintiff's damage as stated below.

16 **SIXTEENTH CAUSE OF ACTION**

17 **Failure to Prevent Harassment**

18 **By Plaintiff Against All Defendants**

19 139. Plaintiff incorporates by reference the paragraphs above.

20 140. Pursuant to Cal. Gov. Code § 12940(k), an employer is obligated to “take all reasonable
21 steps necessary to prevent discrimination and harassment” in the workplace. This includes
22 implementing adequate policies, properly training supervisors, investigating complaints promptly,
23 and ensuring meaningful remedial action when harassment surfaces.

24 141. Plaintiff was targeted and harassed by Defendant through its supervisory agents—most
25 flagrantly by coordinator Anthony Rivera—owing to Plaintiff's exercise of his legal rights and/or
26 his perceived disabilities resulting from his workplace-related hearing loss.

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1 142. In July 2023, Rivera issued contrived “coaching tickets” and triggered an unjust suspension
2 under the farcical claim that Plaintiff was “aggressive.” Even after Plaintiff reported these incidents
3 to supervisor Francisco and other superiors, the harassment persisted.

4 143. As Plaintiff’s employer, Defendant was duty-bound to investigate and remediate any
5 harassment in a serious, timely, and adequate manner. Far from discharging that duty, Defendant
6 turned a blind eye to the conduct, tacitly encouraging Rivera’s targeted, malicious campaign against
7 Plaintiff.

8 144. Defendant’s human resources staff, including but not limited to Claudette, not only failed to
9 prevent the misconduct but exacerbated it by suspending Plaintiff again on or about December 11,
10 2024, for allegedly fostering a “hostile work environment,” when in fact he was the victim of
11 harassment and retaliation.

12 145. Plaintiff expressly complained about Rivera’s targeted harassment to multiple supervisors,
13 including Francisco, in late July or early August 2023. Instead of initiating a robust investigation,
14 Defendant engaged in willful inaction.

15 146. This refusal to act emboldened Rivera to intensify his harassing behavior—following
16 Plaintiff during breaks, selectively enforcing rules, and issuing sham disciplinary tickets.

17 147. Defendant maintained no effective policies and procedures (or willfully ignored them, if
18 they existed) to address or eradicate such harassment, thereby violating its statutory obligation to
19 prevent and correct unlawful behavior.

20 148. As a direct result of Defendant’s failure to prevent harassment, Plaintiff suffered
21 humiliation, emotional distress, and anxiety. Compounded by Plaintiff’s emerging disability
22 (hearing loss) and persistent fear of retaliatory discipline, the harassment inflicted serious
23 psychological harm.

24 149. Plaintiff additionally faces financial peril after being suspended without pay, thereby
25 undermining his ability to support his children and household—an altogether foreseeable
26 consequence of Defendant’s abdication of its legal responsibilities.

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1 **SEVENTEENTH CAUSE OF ACTION**

2 **Wrongful Termination in Violation of Public Policy**

3 **By Plaintiff Against All Defendants**

4 150. Plaintiff incorporates by reference the paragraphs above.

5 151. At all times mentioned in this complaint, it was a fundamental policy of the State of
6 California that Defendants cannot discriminate and/or retaliate against any employee on the basis of
7 race, national origin, ancestry, physical disability, mental disability, medical condition, sex, and/or
8 engagement in protected activity.

9 152. Based on the actions described above, Defendants constructively discharged Plaintiff for
10 engaging in protected activity.

11 153. Defendants actions were in violation of California Public Policy.

12 154. As a proximate result of the acts of Defendants, and each of them, Plaintiff has suffered and
13 will continues to suffer damages, as stated below.

14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

16 **First Cause of Action**

- 17 1. Damages and/or penalties pursuant to Labor Code section 226.7
18 2. Interest
19 3. Attorneys' fees
20 4. Costs
21 5. Other relief the court deems proper

22 **Second Cause of Action**

- 23 1. Damages and/or penalties pursuant to Labor Code section 226.7
24 2. Interest
25 3. Attorneys' fees
26 4. Costs
27 5. Other relief the court deems proper

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1 Third Cause of Action

- 2 1. Damages and/or penalties pursuant to Labor Code sections 558, 1194, 1197, and 1197.1
3 2. Liquidated damages
4 3. Interest
5 4. Attorneys' fees
6 5. Costs
7 6. Other relief the court deems proper

8 Fourth Cause of Action

- 9 1. Damages and/or penalties pursuant to Labor Code sections 510, 558, and 1194
10 2. Interest
11 3. Attorneys' fees
12 4. Costs
13 5. Other relief the court deems proper

14 Fifth Cause of Action

- 15 1. Penalties pursuant to Labor Code section 226
16 2. Attorneys' fees
17 3. Costs
18 4. Other relief the court deems proper

19 Sixth Cause of Action

- 20 1. Penalties pursuant to Labor Code section 203
21 2. Attorneys' fees
22 3. Costs
23 4. Other relief the court deems proper

24 Seventh Cause of Action

- 25 1. Restitution of all wrongfully withheld wages
26 2. Attorneys' fees
27 3. Costs
28 4. Other relief the court deems proper

1 Eighth Cause of Action

- 2 1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.
- 3 2. Public injunctive relief in the form of an Order enjoining Defendants from continuing to
- 4 violate the California Labor Code in the manner alleged herein
- 5 3. Attorneys' fees
- 6 4. Costs
- 7 5. Other relief the court deems proper

8 Ninth Cause of Action

- 9 1. Compensatory damages
- 10 2. Punitive damages
- 11 3. Attorneys' fees
- 12 4. Costs
- 13 5. Other relief the court deems proper

14 Tenth Cause of Action

- 15 1. Compensatory damages
- 16 2. Punitive damages
- 17 3. Attorneys' fees
- 18 4. Costs
- 19 5. Other relief the court deems proper

20 Eleventh Cause of Action

- 21 1. Compensatory damages
- 22 2. Punitive damages
- 23 3. Attorneys' fees
- 24 4. Costs
- 25 5. Other relief the court deems proper

26 Twelfth Cause of Action

- 27 1. Compensatory damages
- 28 2. Punitive damages

- 1 3. Attorneys' fees
- 2 4. Costs
- 3 5. Other relief the court deems proper

4 Thirteenth Cause of Action

- 5 1. Compensatory damages
- 6 2. Punitive damages
- 7 3. Attorneys' fees
- 8 4. Costs
- 9 5. Other relief the court deems proper

10 Fourteenth Cause of Action

- 11 1. Compensatory damages
- 12 2. Punitive damages
- 13 3. Attorneys' fees
- 14 4. Costs
- 15 5. Other relief the court deems proper

16 Fifteenth Cause of Action

- 17 1. Compensatory damages
- 18 2. Special damages
- 19 3. Punitive damages
- 20 4. Attorneys' fees
- 21 5. Costs
- 22 6. Other relief the court deems proper

23 Sixteenth Cause of Action

- 24 1. Compensatory damages
- 25 2. Punitive damages
- 26 3. Attorneys' fees
- 27 4. Costs
- 28 5. Other relief the court deems proper

1 Seventeenth Cause of Action

- 2 1. Back pay and front pay
- 3 2. Interest on the above amounts
- 4 3. Compensatory damages
- 5 4. Punitive damages
- 6 5. Attorneys' fees
- 7 6. Costs
- 8 7. Other relief the court deems proper

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10 DATED: April 30, 2025

FRONTIER LAW CENTER

11 *Daniel Ginzburg*

12

DANIEL GINZBURG

13 Attorneys for Plaintiff

14 VYNCE MICHAEL DAVALOS,

15 individually and on behalf of all others

16 similarly situated

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